

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

KATHLEEN M. SOCHA,

Plaintiff,

v.

Case No. 05-C-572

OSI COLLECTION SERVICES, INC., d/b/a
MEDICAL ACCOUNT SERVICE,

Defendant.

AMENDED FINAL ORDER ON CLASS ACTION SETTLEMENT

IT IS HEREBY ORDERED

1. On September 17, 2007, the Court approved the Preliminary Settlement Agreement reached between Plaintiff and Defendant, OSI Collection Services, Inc., d/b/a Medical Account Service (“Defendant”). The Court approved a form of notice for mailing to the class. The Court is informed that actual notice was sent by first class mail to approximately 12,188 class members. A total of 1,709 envelopes were returned by the United States Postal Service, 438 of which were returned with forwarding addresses and re-mailed. Eighty-seven (87) class members timely requested exclusion. As of December 19, 2007, one (1) additional class member requested exclusion. This request will be accepted as valid. Thus, a total of eighty-eight (88) class members have excluded themselves from this class action lawsuit and settlement. One (1) objection was filed or received. Upon due consideration, this objection has been overruled. A total of 1,800 class members timely returned the proof of claim form and are therefore entitled to a *pro rata* share of the

monetary benefits of the settlement. As of December 19, 2007, thirty (30) class members had submitted late claim forms. Late claim forms returned before December 19, 2007, will be accepted as valid. Thus, a total of 1,830 class members returned valid proof of claim forms entitling them to a *pro rata* share of the monetary benefits of the settlement.

2. On December 20, 2007, the Court held a fairness hearing to which class members, including any with objections, were invited.

3. The Court finds that provisions for notice to the class satisfy the requirements of Federal Rules of Civil Procedure 23 and due process.

4. The Court finds the settlement is fair and reasonable and hereby approves the Class Settlement Agreement submitted by the parties, including the Release and a payment of settlement funds as follows:

i. Class Representative Kathleen M. Socha will receive \$1,000 in settlement of her individual claims.

ii. Class members who timely returned a claim form post marked by December 1, 2007, as well as those submitting claim forms received by December 19, 2007, who did not exclude themselves shall be paid their *pro rata* share of \$37,500 by check, void one hundred and twenty (120) days after issuance. It is estimated that the 1,830 Claimants' *pro rata* share of the \$37,500 class recovery is \$20.50. Thus, the provision of the Settlement Agreement providing for a \$30 cap on individual claimants' recoveries is not triggered.

iii. Class Counsel has petitioned the court for attorneys' fees and costs and expenses of this lawsuit in an amount of \$31,000. Class Counsel will not request additional fees or costs from Defendant or the Class Members other than the court awarded fees and costs. The attorneys' fees and costs awarded by the court shall be paid by check within fourteen (14) days of the Effective Date of this Order.

iv. The total amount of any funds remaining that result from uncashed checks sent to class members will be contributed to Children's Hospital of Wisconsin as a cy pres award.

5. The Class Representative and the Class grant Defendant the following releases:
 - (a) Class Representative and the Class hereby remise, release and forever discharge OSI Collection Services, Inc., d/b/a Medical Account Service as well as the predecessors and successors in interests and present and former affiliates, subsidiaries, insurers, officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, heirs, attorneys, assigns, or entities for which the Defendant performs portfolio servicing activities (including without limitation, any investors, trusts or similar entities) (collectively "Releasees") from any cause of action, suits, claims or demands whatsoever, in law or in equity, known or unknown at this time, which the Class Representative and the Class have or ever had against the Releasees, or any of them, under any legal theory, whether or not alleged arising out of the allegations in or subject matter of the Complaint.
 - (b) Each class member not opting out releases and discharges the Releasees of and from all causes of actions, suits, claims and demands, relating to the collection letters attached as Exhibit A to the Amended Complaint.
6. The Court finds the Settlement Agreement fair and made in good faith.
7. The Court dismisses the claims of Class Representative and the Class as set forth in the Class Settlement Agreement against Defendant and the Releasees with prejudice and without costs pursuant to the provisions set forth in paragraph 8 below.
8. The Court awards attorneys' fees and costs of \$31,000 to Ademi & O'Reilly, LLP. Class Counsel is not entitled to payment of any additional fees and costs other than the Court awarded fees and costs.
9. The Court retains jurisdiction over the interpretation, enforcement and implementation of the Settlement Agreement and of this Order.

ENTERED: January 22, 2008

The Honorable s/ William E. Callahan, Jr.
William E. Callahan, Jr.
United States Magistrate Judge